

This is a combined synopsis/solicitation for commercial service prepared in accordance with the format in the Federal Acquisition Register (FAR) Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. Quotations are being requested and a written solicitation will not be issued. This Request for Quotation (RFQ), (HSCG38-08-Q-101021) incorporates provisions and clauses in effect through Federal Acquisition Circular 2005-26. The North American Industry Classification System (NAICS) Code is 541330. The small business size standard is \$4.5.in millions of dollars. The contract will be awarded using the requirements implemented by FAR Subpart 6.3. The award will be based on FAR Part 6.302-1. The USCG intends to negotiate on a sole source basis with the OEM which is Honeywell International or a qualified equivalent. The contract will be awarded as a FIRM-FIXED-PRICE contract.

The contract will include a one-year base period and (4) one-year option periods. The total duration of this contract shall not exceed five years. Estimated effective date for contract performance is 01 October 2008. The base year will be from 01 October 2008 (or award date whichever is later) and extend through 30 September 2009. Each option year will run consecutively following the base year. Contractor must submit prices for the base year and the four option years.

BASE CONTRACT PERIOD (From Date of Award through 30 Sep 09)  
ITEM NO. DESCRIPTION

1 Provide a contractor furnished Field Service Representative (FSR) at the Coast Guard Aircraft Repair and Supply Center, Elizabeth City, NC; a monthly activity report, and a FSR Monthly Certificate of Services in accordance with Addendum 1, E-2.

A fixed daily rate of		\$_____
Mandays for the year	234	
For a total fixed price of		\$_____

2 Travel, including airfare and mileage for Field Service Representative (estimated at 5 trips, 21 days) associated with Line Item 1. These costs will be reimbursed in accordance with Addendum 1, E-3.

5 trips @ \$_2,000.00_ each	
(Estimated Annual Cost)	\$ 10,000.00 _

OPTION YEAR 1 (From 01 Oct 09 through 30 Sep 10)  
ITEM NO. DESCRIPTION

3 Provide a contractor furnished Field Service Representative (FSR) at the Coast Guard Aircraft Repair and Supply Center, Elizabeth City, NC; a monthly activity report, and a FSR Monthly Certificate of Services in accordance with Addendum 1, E-2.

A fixed daily rate of		\$ _____
Mandays for the year	234	
For a total fixed price of		\$ _____

4 Travel, including airfare and mileage for Field Service Representative (estimated at 5 trips, 21 days) associated with Line Item 1. These costs will be reimbursed in accordance with Addendum 1, E-3.

5 trips @ \$2,000.00_ each	
(Estimated Annual Cost)	\$ 10,000.00 _

OPTION YEAR 2 (From 01 Oct 10 through 30 Sep 11)  
ITEM NO. DESCRIPTION

5 Provide a contractor furnished Field Service Representative (FSR) at the Coast Guard Aircraft Repair and Supply Center, Elizabeth City, NC; a monthly activity report, and a FSR Monthly Certificate of Services in accordance with Addendum 1, E-2.

A fixed daily rate of		\$ _____
Mandays for the year	234	
For a total fixed price of		\$ _____

6 Travel, including airfare and mileage for Field Service Representative (estimated at 5 trips, 21 days) associated with Line Item 1. These costs will be reimbursed in accordance with Addendum 1, E-3.

5 trips @ \$2,000.00_ each	
(Estimated Annual Cost)	\$ 10,000.00 _

OPTION YEAR 3 (From 01 Oct 11 through 30 Sep 12)

ITEM NO. DESCRIPTION

7 Provide a contractor furnished Field Service Representative (FSR) at the Coast Guard Aircraft Repair and Supply Center, Elizabeth City, NC; a monthly activity report, and a FSR Monthly Certificate of Services in accordance with Addendum 1, E-2.

A fixed daily rate of

\$ \_\_\_\_\_

Mandays for the year

234

For a total fixed price of

\$ \_\_\_\_\_

8 Travel, including airfare and mileage for Field Service Representative (estimated at 5 trips, 21 days) associated with Line Item 1. These costs will be reimbursed in accordance with Addendum 1, E-3.

5 trips @ \$2,000.00\_ each

(Estimated Annual Cost)

\$ 10,000.00 \_

OPTION YEAR 4 (From 01 Oct 12 through 30 Sep 13)

ITEM NO. DESCRIPTION

9 Provide a contractor furnished Field Service Representative (FSR) at the Coast Guard Aircraft Repair and Supply Center, Elizabeth City, NC; a monthly activity report, and a FSR Monthly Certificate of Services in accordance with Addendum 1, E-2.

A fixed daily rate of

\$ \_\_\_\_\_

Mandays for the year

234

For a total fixed price of

\$ \_\_\_\_\_

10 Travel, including airfare and mileage for Field Service Representative (estimated at 5 trips, 21 days) associated with Line Item 1. These costs will be reimbursed in accordance with Addendum 1, E-3.

5 trips @ \$2,000.00\_ each

(Estimated Annual Cost)

\$ 10,000.00 \_

All responsible sources may submit a quote which shall be considered by the agency. Sources shall have a valid Cage Code, Data Universal Numbering System (DUNS) number or the ability to obtain one, be registered in the Central Contractor Registration (CCR) (<http://www.ccr.gov>) and be registered in the Online Representations and Certifications Application (ORCA) (<https://orca.bpn.gov/>)

#### ADDENDUM 1

#### PERFORMANCE WORK STATEMENT

#### FIELD SERVICE REPRESENTATIVE FOR THE

#### ATF3-6-4C ENGINE & GTCP36-100C AUXILIARY POWER UNIT

- A. GENERAL. This Performance Work Statement describes the field service representative services necessary to support the ATF3-6-4C engine and GTCP36-100C, Auxiliary Power Unit, as used on the U.S. Coast Guard HU-25 aircraft.
- B. SCOPE OF WORK. The contractor shall provide the services of a Field Service Representative trained and experienced in the ATF3-6-4C turbofan engine and GTCP36-100C auxiliary power unit (APU) systems. The representative will be permanently based at ARSC, and as required, visit various Coast Guard HU-25 operating units, perform on the job training, assist in troubleshooting, assist with repairs, and evaluate damage.
- C. OBJECTIVES:
1. Enable the Coast Guard to resolve technical questions and problems associated with the operation and maintenance of ATF3 engines and GTCP36 APUs.
  2. Enable the Coast Guard to respond in a timely and appropriate manner to safety of flight issues, ground safety issues, and catastrophic failures of the ATF3 engines and GTCP36 APUs.
  3. Enable the Coast Guard to efficiently operate the ARSC ATF3 engine test cell facility, calibrated and correlated to the ATF3 OEM's performance specifications.
  4. Enable the Coast Guard to utilize the most up to date procedures, repair limits, tooling and ground support equipment available to inspect and maintain the ATF3 engines and the GTCP36 APUs.
  5. Enable the Coast Guard to optimize the management of ATF3 engine and GTCP36 APU inventories, through maximum utilization of spare parts and repairable assets.

#### D. QUALIFICATIONS:

1. A Security Clearance is not required for the performance of this Field Service Representative requirement.
2. Trained and experienced in all ATF3 engine and GTCP36 APU system components, including the engine and APU to airframe interface, installed and utilized in the Coast Guard HU-25 aircraft, except avionics.
3. Training/Education: 2 years of college in one of the following fields; Mechanical Engineering, Aeronautical Engineering, Aircraft Technology, or equivalent.
4. Able to interpret OEM drawings as required for Coast Guard personnel. Proprietary technical information furnished to the U.S. Coast Guard from contractor drawings shall only be used by the Coast Guard for repair, failure investigation, and/or overhaul of U.S. Coast Guard equipment.
5. Experience:
  - a. An FAA licensed Airframe and Powerplant Mechanic.
  - b. 5 years of jet/turbofan engine experience, preferably with airline or business jets.
  - c. 3 years of experience with the ATF3 engine or equivalent HU-25 experience.
  - d. The Coast Guard reserves the right to waive any of these quantifiers in lieu of other significant or special HU-25 experience. Waivers for any of these quantifiers for this training and experience requirement may be granted with prior approval of the Contracting Officer on a case by case basis.
6. Communication skills:
  - a. Able to communicate effectively and clearly in person, in writing, and via telephone regarding topics, that are usually technical in nature. This requires communications with Coast Guard engineering, technical, and maintenance personnel at all levels, and with manufacturer's technical, engineering, product support and manufacturing personnel.
  - b. Have at least a minimum of computer skills and knowledge of word processing and other computer programs as necessary for project documentation, correspondence, and reports.

E. ADMINISTRATIVE INFORMATION:

1. Become familiar with applicable Coast Guard directives and publications. CGTO 2J-ATF3-Series, HU-25 Engine and APU Maintenance Procedure Cards and COMDINST M13020.1 pertaining to operation and maintenance of the engine and APU.

2. Monthly prepare and submit two (2) copies of the Field Service Representative's, "Monthly Activity Report" and "Certificate of Service." for the Contracting Officer's Technical Representative's signature and certification.

a. "Monthly Activity Report" – This report can be prepared in the contractor's style and format, but shall include the following: the Contractor's name; representative's name and the applicable contract number; specific information on instances of technical assistance provided to Coast Guard units; the completion or status of other technical projects, reports, studies or investigations.

b. "Certificate of Service" – can be prepared in the contractor's style and format, but shall include the following: the Contractor's name; representative name; contract number; type of aircraft; dates of service; non-service days broken down by leave, holidays, sick days, and non-work days; service days broken down by local and traveling; total days for the period; and location duty performed.

3. Travel:

a. Necessity for travel will be determined by the Contracting Officer in conjunction with the Contracting Officer's Technical Representative (COTR).

- The Contracting Officer or COTR may direct, as appropriate, that the Field Service Representative utilize U.S. Coast Guard aircraft for travel.

- Commercial Air travel and all other transportation as authorized by the Coast Guard will be reimbursed in accordance with FAR 31.205-46 Travel Costs subject to the terms set forth in the contract.

b. Travel may include but is not limited to the following Coast Guard sponsored activities:

- On-the-Job Training.
- Technical Presentations.
- Maintenance Management Reviews
- Technical Agenda Meetings.
- Logistics Management Reviews.
- HU-25 Standardization Conferences.

#### F. TERMS AND CONDITIONS

1. Government Furnished Facilities:

a. Suitable office space and furniture

b. Telephone and facsimile service provided their use is for bona fide business only.

2. Removal & Replacement Of Personnel:

a. The contractor shall have the right to remove or replace personnel assigned and to substitute other qualified personnel in lieu thereof, provided that written notice of such actions is provided to the Contracting Officer, a minimum of thirty days prior to the effective date.

b. The government shall have the right to request removal or replacement of contractor personnel, provided that the Contracting Officer has given written notice to the contractor, a minimum of thirty days prior to the effective date.

c. The contractor shall be permitted a break in services rendered for a period not to exceed sixty (60) days whether the requirement for removal or replacement of personnel is at the request of the government or the contractor.

d. When replacements, transfers, and reassignments of contractor personnel are made for the convenience of the contractor, all costs incurred by the contractor for such relocation or replacement will be at contractors' expense. Replacements, transfers, and reassignments of contractor personnel are deemed to be at the convenience of the contractor when:

- It becomes necessary to replace any contractor personnel for misconduct or unsatisfactory performance. Determination of misconduct shall be at the sole discretion and judgment of the Contracting Officer.
- Replacement of contractor personnel is required because of voluntary or involuntary termination of employment with the contractor.
- Contractor personnel are incapacitated due to injury or illness for a period in excess of sixty (60) days, or the death of contractor personnel.
- Replacement or transfer of contractor personnel is initiated at the request of the contractor.
- Replacement or transfer of contractor personnel is required due to termination of the contract for default.

e. When replacements, transfers, and reassignments of contractor personnel are made for the convenience of the government, all costs incurred by the contractor for such relocation or replacement will be at government expense. Replacements, transfers, and reassignments of contractor personnel are deemed to be at the convenience of the government when:

- Replacement or transfer of contractor personnel is required because of completion of services under this statement or because the contract is terminated for the convenience of the government.
- Replacement or transfer of contractor personnel is initiated at the request of the government for reasons other than misconduct, unsatisfactory performance, termination of employment, injury or illness for a period in excess of thirty days, death of contractor personnel, or termination of the contract for default.
- Temporary relocations (travel of less than 21 days) from Elizabeth City, North Carolina, directed by the Contracting Officer's Representative shall be for the convenience of the government and shall not be considered a transfer or reassignment.

## ADDENDUM 2

### G. ADDITIONAL TERMS AND CONDITIONS

1. **INSPECTION & ACCEPTANCE:** Inspection and acceptance of services performed under this contract shall be accomplished by the Contracting Officer's Technical Representative (COTR) at Aircraft Repair and Supply Center, Elizabeth City, NC.
2. **MATERIAL FURNISHED BY THE CONTRACTOR:** Material furnished by the contractor in the performance of services shall include the System-Oriented Field Service Representative's Monthly Activity Report and Monthly Certificate of Service.
3. **PERIOD OF PERFORMANCE:** The term of this contract shall be from date of award through 30 September 2009, with (4) one year options renewable on an annual basis. The period of performance for option years shall be from 01 October through 30 September of the applicable year.
4. **PLACE OF PERFORMANCE:** The place of performance under this contract shall be USCG, Aircraft Repair and Supply Center, HU25 Product Line Division, Building 79, Elizabeth City, North Carolina.
5. **DELIVERY SCHEDULE:** Two copies of the Monthly Activity Report and Monthly Certificate of Service (Reference Para E-2 of the Performance Work Statement) shall be delivered to the address specified in Paragraph 7 no later than 30 calendar days following the month of performance.
6. **F.O.B. POINT:** Reports and certificates of service shall be shipped f.o.b. destination to the following address:  

USCG Aircraft Repair and Supply Center



Contracting Office

HU25 Product Line Division, Bldg 79

Elizabeth City, NC 27909-5001

7. Documents, reports and Correspondence shall be submitted to the following address:

USCG Aircraft Repair and Supply Center

HU25 Product Line, Bldg 79

Contracting Office

Elizabeth City, NC 27909-5001

Mark For: Contract No. \_\_\_\_\_  
(to be assigned upon award)

8. INVOICING INSTRUCTIONS: The original of the contractor's invoice shall be submitted to the designated billing office for payment as follows:

USCG Aircraft Repair and Supply Center

Chief, Fiscal Branch, Bldg. 63

USCG, Aircraft Repair and Supply Center

Elizabeth City, NC 27909-5001

Mark For: Contract No. \_\_\_\_\_  
(to be assigned upon award)

ADDENDUM 3

## H. SPECIAL CONTRACT REQUIREMENTS

### 1. INSURANCE REQUIREMENTS:

A. The contractor shall be required to procure and maintain, during the entire period of performance under this contract the following minimum insurance in accordance with FAR 52.228-5 (Jan 1997) and HSAR 3052.228-70 Insurance (Dec 2003), and shall furnish a certificate thereof to the Contracting Officer prior to award of contract. The certificate(s) must contain an expiration date and endorsement stating that, "Any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives advance written notice of cancellation or change to the Contracting Officer.

☐ Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

☐ General liability. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Property damage liability insurance shall be required only in special circumstances as determined by the agency.

☐ Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## 2. SUPERVISION OF CONTRACTOR EMPLOYEES:

A. Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract/order. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

B. In performance of this contract, the Contractor's management responsibilities include, but are not limited to, the following:

☐ Ensure employees understand the work to be performed on orders to which they are assigned.

☐ Ensure employees know their management chain and adhere to company policies and exhibit professional conduct to perform in the best interest of the Government.

☐ Ensure employees adhere to applicable law and regulation governing contractor performance and relationships with the Government.

☐ Ensure contract employees do not create actual or apparent personal service relationships.

☐ Regularly assess employee performance and provide feedback to improve overall task performance.

☐ Ensure high quality results are achieved through task performance.

### 3. PERSONNEL ACCESS:

A. During the life of this contract, the Contractor's personnel shall have access to Government facilities as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require contractor personnel to "sign in" upon entry and "sign out" upon departure from the Government facilities. Certain Government agencies may have security requirements, which necessitate the use of building access passes. No direct charges to any order or order issued under a contract may be made for personnel or facility security clearances.

### 4. CONDUCT OF CONTRACTOR PERSONNEL:

A. The Contracting Officer may direct that employees of the Contractor, including employees of a subcontractor at any tier, no longer perform work under this order/contract on a military installation if the Contracting Officer determines that the employees' actions would be grounds for removal from the Federal civil service if the employees were civilian employees of the United States or if the employees have been ordered not to re enter the installation by the commander of that installation. Any delays in or increased costs of performance resulting from the Contracting Officer's direction under this clause shall not be considered to be excusable delay or beyond the control and without the fault or negligence of the Contractor, and shall not be grounds for an equitable adjustment.

### 5. CONTRACT HOLIDAYS

A. The prices/costs in the Schedules of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract/order, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

The following days (as celebrated) are contract holidays:

New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

### 6. WORK REQUIREMENTS FOR FIELD SERVICE REPRESENTATIVE

A. The services of the Field Service Representative shall be at the fixed price rate contained in this schedule per working day. The normal workday will be eight (8) hours, Monday through Friday (40 hours per week). Overtime work, if required, will generally be for emergency purposes (determined by the Contracting Officer) and will be at no additional cost to the Government. Exclusive of necessary travel time, the Field Service

Representative shall not be required to work more than forty-eight (48) hours per calendar week without the prior written approval of the contractor and the Contracting Officer.

B. A half day of less than four (4) hours but equal to more than three (3) hours will be invoiced at half of the manday rate. Partial days of at least six (6) hours will be invoiced at the full manday rate. The Field Service Representative will be allowed to take up to forty five (45) non-service days per year, which are not billed to the government, for vacation, sick leave, or personal business, to be used by the Field Service Representative in accordance with the contractor's current personnel policies.

## 7. GOVERNMENT INSTALLATION CLOSURE

A. If necessary, the Government (Installation Commander or designee) may decide to close all or part of a Government installation in response to an unforeseen emergency or similar occurrence. Sample emergencies include, but are not limited to, adverse weather (e.g. snow, flood, etc.), an act of God (e.g. tornado, earthquake, etc.) or a base disaster (e.g. natural gas leak, fire, etc.). Contractor employees (FSR) are considered "non essential personnel" for purposes of any/all instructions relative to the emergency.

B. The FSR shall be officially dismissed upon notification of closure in accordance with paragraph D below. The FSR shall promptly secure all government furnished property appropriately and evacuate in an expedient, but safe, manner.

C. With regard to work under the contract, the Government shall retain the following rights:

- ☐ The Government may forego the work. The contractor will not be paid for work not performed.
- ☐ The Government may reschedule the work at any time satisfactory to both parties.
- ☐ The Government may, at its discretion, permit the FSR to perform work at home during the period of installation closure, if the work to be accomplished is within the scope of the contract. This work must be authorized by the COTR responsible for the effort. The FSR will notify by letter or e-mail, the cognizant Contracting Officer via the COTR, within 5 business days of return to work, the nature and scope of work completed. If approved, the contractor shall be permitted to bill the Government at the labor rates identified in the contract.

### D. Government Installation Closure Notification Procedures:

- ☐ After an official decision to close the installation has been made by the responsible Government representative, local radio and television stations shall be notified of the closure. Notification shall also be recorded on the base's official emergency phone number.

☐ The contractor employee is directed to listen to or watch one of the local radio or television stations for notification of installation closures and delays. Unless otherwise notified by the cognizant Contracting Officer, the contractor employee shall follow instructions for non essential personnel.

☐ The contractor employee will not receive any other form of notification of installation closure from the Government. The contractor employee shall be responsible for making arrangements for any off site work, described in paragraph C above.

E. If the decision to close all or part of the installation is made during the duty day, and the Installation Commander's decision is transmitted through official notification channels, the contractor employee shall follow the instructions as given. Contractor employee shall notify the cognizant COTR or Contracting Officer and act in accordance with their instruction.

F. Government installation closure due to non emergencies: The Installation Commander may elect to close all or part of the installation for non emergency reasons such as a time off award, base open house, etc. In the event of a non emergency installation closure, the cognizant Contracting Officer, COTR, and Program Manager shall choose a course of action within the following options:

☐ If there is a need for the service during installation closure and a Government employee will be present, contractor employee may continue on site work. The contractor shall bill the Government at the Manday rate identified in the contract.

☐ If there is a need for work during installation closure, but a Government employee will not be present or access will not be available, the contractor may work from his home, provided meaningful in scope work can be accomplished. The contractor FSR shall notify by letter or e-mail the nature and scope of the work completed to the Government Contracting Officer via the COTR, within 5 business days of returning on site. If approved, the contractor shall bill the Government at the Manday rate specified in the contract.

☐ If there is no need for the service during the scheduled installation closure, the contractor shall not work on or off site. If no work is provided during a scheduled installation closure the closure period will not be considered a billable manday.

## 8. CONTRACTOR IDENTIFICATION

A. Contractor employee must identify himself/herself as a contractor during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

B. Contractor occupied facilities (on Government installation) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor personnel.

## 9. GOVERNMENT FURNISHED FACILITIES

A. The Government will provide suitable office space, furniture, telephone and facsimile transmission service for the Field Service Representative at no cost to the contractor provided:

☐ The Field Service Representative uses the telephone and facsimile long distance services for bona fide business only.

☐ The office space and office furniture used by the Field Service Representative sustains only damages attributed to normal wear and tear.

B. Should the office space and/or office furniture used by the Field Service Representative sustain damages in excess of normal wear and tear, the contractor shall reimburse the Government for the replacement costs of the office furniture and/or repair of the office space. The COTR will make the determination of damages annually and submit a report to the Contracting Officer, HU25 Contract Section, if and when such damages exceed normal wear and tear.

## 10. TRAVEL

A. Necessity for travel will be determined by the Contracting Officer in conjunction with the COTR. The COTR may direct the Field Service Representative to utilize U.S. Coast Guard aircraft for travel. All transportation, lodging, meals, car rental and incidental expenses incurred by the contractor shall be reimbursed based on actual costs in accordance with FAR 31.205-46, Travel Costs.

## 11. COAST GUARD REGULATIONS

A. The Contractor and all his employees shall obey applicable Coast Guard regulations, including fire prevention. It shall be the responsibility of the contractor to familiarize all of his employees with Coast Guard regulations such as speed limits, parking regulations, etc., in force during the contract term.

## 12. EXERCISE OF OPTION

A. As prescribed in FAR Clause 52.217-9, "Option to Extend the Term of the Contract," the Coast Guard may (subject to FAR 52.232-18, "Availability of Funds") exercise an option term identified in the schedules.

## 13. QUALITY ASSURANCE SURVEILLANCE PLAN

A. The Government hereby reserves the right to use a Quality Assurance Surveillance Plan (QASP) to evaluate contractor performance. Furthermore, the Government, at its discretion may periodically review and revise the QASP during the life of the contract. Changes to the QASP may be either unilateral or bilateral and will not entitle the contractor to any equitable adjustment or any other compensation.

#### 14. U.S. COAST GUARD INFORMATION SYSTEMS SECURITY

A. If required for the performance of this contract, no contractor personnel shall commence any performance under this contract until they (1) have received a security briefing about the Coast Guard Information Assurance Manual, COMDTINST M5500.13 (series), from the appropriate Coast Guard Information Systems Security Officer (ISSO) and (2) have signed an "Coast Guard Information Technology Contractor User Security Agreement" (see attachment A). By signing the aforementioned user security agreement, the individual will be acknowledging their responsibility to properly use and safeguard all Coast Guard information technology resources and information related thereto. The Contracting Officer's Technical Representative (COTR) for this contract shall arrange the aforementioned security briefing. The ISSO is responsible for retaining the security documents signed and submitted by the contractor employees.

B. The contractor shall only access those areas of Coast Guard information technology resources (e.g., computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, internet sites) explicitly stated in this contract and/or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not explicitly authorized by the statement of work, other terms and conditions in this contract or approved in writing by the COTR is strictly prohibited. In the event of violation of this provision, the Coast Guard will take appropriate actions with regard to the contract.

C. Contractor access to Coast Guard networks from a remote location is a temporary privilege for the mutual convenience it offers while the contractor performs business for the Coast Guard. It is not a right, a guarantee, a condition of the contract, nor is it Government Furnished Equipment (GFE).

D. Contractor access will be terminated for unauthorized use. The contractor agrees to hold the Coast Guard harmless and the contractor will not request additional time or money under the contract for delay resulting from unauthorized use.

#### 15. INFORMATION SYSTEMS SECURITY - CONTRACTOR BACKGROUND CHECKS

A. The Information Systems Division (ISD) Standard Operating Procedure, "Information Systems Security - Contractor Background checks", dated 1 August 2003, mandates background checks on contract employees requiring access to government information

systems. Such background checks shall include a criminal records check and a credit records check for all contract employees being newly hired under an existing contract or for all contract employees being hired under a new contract. If existing contract employees are transitioned to a new contract, then a criminal records check and credit records check must be performed on the new contract. Contract is defined as a purchase order, delivery order or contract. The contractor shall provide the results of the checks to the Government Contracting Officer in writing either as the actual report itself or on a company letterhead signed by a responsible official of the company. If the results of the background checks are unsatisfactory, then the contract employee shall not be granted access to any government information system.

B. If the results of the checks are satisfactory, the employee shall complete the ARSC Check-in/Check-out process and be provided an ARSC Security Badge. All new contract employees shall receive a security briefing after completing the ARSC Check- in/Check-out process.

a. Contract employees are defined as individuals working on a contract for the government and who are a United States citizen or permanent resident alien.

## 16. SPECIAL CONTRACT REQUIREMENTS

Attachment A: Coast Guard Information Technology Contractor User Agreement

Attachment B: Wage Determination

Attachment C: Non-Disclosure Agreement (DHS form 11000.6)

The following Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulations (HSAR), Provisions and Clauses apply:

52.212-1 Instructions to Offerors – Commercial Items (Jun 2008)

52.212-3 Offeror Representations and Certifications—Commercial Items (June 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—



(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  
☐ is,  
☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  
☐ is,  
☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  
☐ is,  
☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it

o is,

o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is,

o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:\_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);  
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees  
Average Annual Gross Revenues

- ☐ 50 or fewer
- ☐ \$1 million or less
- ☐ 51–100
- ☐ \$1,000,001–\$2 million
- ☐ 101–250
- ☐ \$2,000,001–\$3.5 million
- ☐ 251–500
- ☐ \$3,500,001–\$5 million
- ☐ 501–750
- ☐ \$5,000,001–\$10 million
- ☐ 751–1,000
- ☐ \$10,000,001–\$17 million
- ☐ Over 1,000
- ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is,

o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has,

o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no

material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is,  
o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is,  
o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has,  
o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has,  
o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It o has developed and has on file,

o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.

Country of Origin

_____
_____
_____
_____
_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.  
(Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

Country of Origin


[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.

Country of Origin


[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:



(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

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[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.

Country of Origin

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are,

o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have,

o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are,

o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have,

o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(5) Common parent.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-4 Contract Terms and Conditions – Commercial Items (Feb 2007) is tailored to include the following FAR/HSAR clauses:

ADDENDUM

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.204-7 Central Contractor Registration (July 2006)
- 52.204-9 Personal Identity Verification of Contractor Personnel. (Sept 2007)
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data  
(Oct 1997) Alternate IV (Oct 1997)
  - (a) Submission of Cost or pricing data is not required.
  - (b) Provide information on the prices at which same or similar services have been required in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition.
- 52.217-5 Evaluation of Options (July 1990)
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
  - (a) within the 30 day period prior to the contract or option period expiration.
  - (b) 30 days before the contract expires
  - (c) 5 years
- 52.227-14 Rights in Data-General (Dec 2007)
- 52.228-5 Insurance—Work on a Government Installation (Jan 1997)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.246-2 Inspection of Supplies—Fixed-Price (Aug 1996)
- 52.246-4 Inspection of Services – Fixed Price (Aug 1996)
- 52.246-16 Responsibility for Supplies (1984) (Applies to Reports)
- 52.246-11 Higher-Level Contract Quality Requirement (Feb 1999)  
The contractor shall provide and maintain a quality system equal to ISO 9001, ISO 9002, ANSI/ASQC, Q9001, Q9002 or a higher-level system acceptable to the Government. The contractor shall state the quality system to be used in performance of this contract.
- 52.247-34 F.o.b. Destination (Nov 1991)
- 52.252-2 Clauses Incorporated by Reference (Feb 1998)  
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The full text of the clause may be accessed electronically at this Internet address <http://www.arnet.gov/far/>

(End of Clause)

## HOMELAND SECURITY ACQUISITION REGULATION (48CFR CHAPTER 30) CLAUSES (can be accessed electronically at <http://www.dhs.gov/xopnbiz/regulations/>)

- 3052.222-90 Local Hire (USCG) (Jun 2006)
- 3052.242-71 Dissemination of Contract Information (Dec 2003)
- 3052.223-90 Accident and Fire Reporting (Dec 2003)
- 3052.228-70 Insurance (Dec 2003)
- 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

3052.204-70 Security requirements for unclassified information technology resources  
(Jun 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within thirty (30) days after contract award, the contractor shall submit for approval an IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include—

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer.

Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

3052.204-71 Contractor Employee Access (Jun 2006)

(a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information.

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee).

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee).

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.



(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

#### HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUNE 2006).

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic Corporation as defined in this clause or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Section 835 of the Homeland Security Act, 6 U.S.C. 395 would be, treated as a foreign Corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purpose of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that {Check one}:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

\_\_\_it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

\_\_\_it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria (HSAR) 48 CFR 3009-.104-70 through 3009.104-73, but plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Provision)

In conjunction with FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989), under FAR 52.212-5 Contract Terms and Conditions to implement Statutes or Executive Orders – Commercial Items (Feb 2008), the following information is provided and identifies the clauses of service employees to be employed under the contract and states wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U. S. C. 5341 or 5332.

STATEMENT IS FOR INFORMATION ONLY:  
IT IS NOT A WAGE DETERMINATION

Employee Class: (1) Aerospace Engineering Technical Representative (GS-11-5)

Benefits Required: Health & Welfare, as outlined in individual wage determination per location of performance, - (Req. 29 CFR 4.173) Holidays: - A minimum of ten paid holidays per year.

Wage Determination Number 2005-2543 (Rev. 5), dated 11/13/2007 is applicable to this solicitation and the appropriate wage determination will apply to any contract awarded as a result of this solicitation.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items (Jun 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer must check as appropriate.]

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006)
- ☒ (ii) Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside(June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008)) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- ☒ (15) 52.219-28, Post Award Small Business Program Re-representation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

- X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_X\_ (24) (i) 52.222-50 Combating Trafficking in Persons (Aug 2007) (Applies to all contracts)
  - \_\_\_(ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
  - \_\_\_(ii) Alternate I (DEC 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a - 10d).
- (29)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Aug 2007) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53, and 109-169).
  - (ii) Alternate I (Jan 2004) of 52.225-3.
  - (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112 (p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial

items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246);
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212);
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793);
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
  - (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
  - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
  - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
  - (x) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Closing date and time for receipt of offers is 9 July 2008, 4:00 pm, Local Time. Prices must remain effective for 90 days after closing of solicitation. All responsible sources may submit a quotation that will be considered by this Agency. Offers may be submitted on company letterhead stationery for base and option periods. Include the required FAR 52.212-3, including Alternate 1, Offeror Representations and Certifications. Copies are available by calling the agency or by downloading the document from FedBizOps as posted under this solicitation. Copies of the Justification for Other Than Full and Open Competition are posted at <http://www.uscg.mil/hq/arsc/contracting/HU25/HU-25.htm>. All offerors submitting a proposal shall have a valid Vendor Cage Code and Dun & Bradstreet number (DUNS) or the ability to get one. Facsimile Offers are acceptable and may be forwarded via fax number 252-334-5427, attention Melissa Deglau. Electronic submission may be sent to [Melissa.A.Deglau@uscg.mil](mailto:Melissa.A.Deglau@uscg.mil). Enclosure (1) to COMDTINST 4200.14, NOTICE FOR FILING AGENCY PROTESTS, is included.

1.1 Enclosure (1) to COMDTINST 4200.14 Notice for Filing Agency Protests

**NOTICE FOR FILING AGENCY PROTESTS**

It is the policy of the Coast Guard to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time-consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the General Accounting Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the Coast Guard as an Alternative Dispute Resolution (ADR) forum, rather than filing a protest with the GAO or some external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the contracting officer or Ombudsman.

**Informal forum with the Ombudsman.** Interested parties who believe that a Coast Guard procurement is unfair or otherwise defective should first direct their concerns to the cognizant contracting officer. If the contracting officer is unable to satisfy the concerns, the interested party is encouraged to contact the Coast Guard Ombudsman for Agency Protests. Under this informal process, the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, contracting officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the contracting officer through open and frank discussions. If the protester's concerns are unresolved, an independent review is available by the Ombudsman. The protester may file a formal agency protest to either the contracting officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth at FAR 33.103(d)(2). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. This will not preclude re-filing of the protest to meet the requirement. To be timely, protests must be filed within the period specified in FAR 33.103(e). Formal protests filed under the OPAP program should be forwarded to the address below:

Department of Homeland Security

United States Coast Guard (CG-9131)  
Ombudsman Program for Agency Protests  
1900 Half Street, SW, Room 11-0602  
Washington, D. C. 20593-0001



FAX: 202.475.3904

The Ombudsman Hotline telephone number is 202.372.3695.